

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended Agenda 05/29/12

WEDNESDAY, MAY 30, 2012

4:00 p.m.

-Convene

-Consider approval of a proclamation declaring the week of June 3-9, 2012 as "Relay for Life Week" (Betty Parks)

-Consider approval of the minutes for April 25, May 9 and May 16, 2012

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) approval of the low bid from Cargill Salt for the supply of 1,500 tons of highway de-icing salt at a total cost of \$74,970.00.(Keith Browning);
- (c) Authorization for the Public Works Director to act as Douglas County's authorized representative in submitting an application for federal assistance for the purchase cost of a 3-sided precast concrete culvert to replace Structure No. 05.54N-17.50E (Keith Browning);

REGULAR AGENDA

- (2) Discuss possible treatment of Eurasian Watermilfoil at Lone Star Lake (Keith Browning)
- (3) Consider revised Project Agreement for Corridor Management funding for US-56 reconstruction from Bullpup Drive west through E 1600 Road intersection near Baldwin City; Project No. 56-23 KA-2294-01 (Keith Browning)
- (4) Consider participating with City of Eudora on improvements to N 1300 Road (Keith Browning)
- (5) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Heritage Conservation Council (2) Positions – 05/12
 - Douglas County Representative to the Johnson County Sunflower Community Redevelopment Authority 10/12
 - (c) Public Comment
 - (d) Miscellaneous

RECESS

RECONVENE

6:35 p.m.

- (6) Public Hearing on the application for a Temporary Business Permit for the 156th Anniversary of John Brown's battle at Black Jack Battlefield and Nature Park calendar events scheduled for June 2, 2012. (Linda Finger)
- (7) Adjourn

TUESDAY, JUNE 5, 2012

4:30 P.M. – Joint Study Session with City Commission discussing the Retiree Attraction Task Force held at City Hall

WEDNESDAY, JUNE 6, 2012

-Consider approval of Service Agreement between Douglas County, Kansas and Cannon Cochran Management Services, Inc. to serve as Third Party Administrator of Douglas County's Workers' Compensation

Self-Insurance Program. (Sarah Plinsky)

-Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.

WEDNESDAY, JUNE 13, 2012

4:00 p.m.

-Establish Date for Public Hearing for Yankee Tank improvement district

6:35 p.m.

-Discussion on Resolution implementing open burning regulations for the unincorporated areas of Douglas County

-Consider revisions to the Inverness Park District Plan, **CPA-2-1-12**. *Initiated by City Commission on 1/17/12.* Adopt on first reading, Joint City [Ordinance No. 8732](#) and County Resolution for Comprehensive Plan Amendment (CPA-2-1-12) to amend Horizon 2020, Chapter 14, Inverness Park District Plan. Dan Warner will present the item.

-Reconsider Comprehensive Plan Amendment, **CPA-6-5-09**, to Horizon 2020 – Chapter 14 to include the Northeast Sector Plan. *Approved by Planning Commission 5-4 on 9/20/10. Referred to Planning Commission by the Board of County Commission and City Commission for consideration of specific issues. Approved by Planning Commission 7-2 on 4/23/12.* Dan Warner will present the item.

WEDNESDAY, JUNE 20, 2012

6:00 p.m.

-Presentation from Fair Grounds CIP Committee

WEDNESDAY, JUNE 27, 2012

4:00 p.m.

-Conduct Public Hearing to consider adoption of Assessment Resolution

WEDNESDAY, JULY 4, 2012 - Cancelled

WEDNESDAY, JULY 11, 2012 4:00 p.m. – Cancelled; 6:35 p.m. – Tentatively Cancelled

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



Office of the County Commission

PROCLAMATION

For Douglas County, Kansas

WHEREAS, The American Cancer Society Relay For Life is a life-changing event that gives everyone in more than 5,000 communities across the globe a chance to celebrate the lives of people who have battled cancer, remember loved ones lost, and fight against the disease; and

WHEREAS, money raised during the Relay For Life of Douglas County, Kansas helps support research, education, advocacy, and patient services; and

WHEREAS, Relay For Life helps fund more than \$100 million in cancer research each year; and

WHEREAS, cancer survivors are honored with a victory lap as they lead the way around the track, followed by teams who keep a representative walking on the track from 7:00 p.m. until 7:00 a.m. because cancer never sleeps; and

WHEREAS, survivors and those remembered are represented by thousands of luminaria which line the running track, their candles glowing from dusk throughout the night; and

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, do hereby proclaim June 3rd through June 9th, 2012 as,

“RELAY FOR LIFE WEEK”

in Douglas County and encourage citizens to participate in the American Cancer Society Relay For Life of Douglas County to be held at Free State High School Track, 4800 Overland Drive in Lawrence beginning at 5:00 p.m. on Friday, June 8th and ending at 7:00 a.m. on Saturday, June 9th.

ADOPTED this 30th day of May, 2012.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Mike Gaughan, Chairman

Nancy Thellman, Vice-Chair

Jim Flory, Member

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : May 23, 2012

Re : Consent Agenda Acceptance of Low Bid for Supply of Highway De-Icing Salt

Bids were opened May 21, 2012 for the supply of highway de-icing salt for the 2012-2013 snow and ice season. The City of Lawrence, Wakarusa Township, and the City of Ottawa all participated with Douglas County in the request for bids. The City of Lawrence requested bids for 2,500 tons of salt, Wakarusa Township requested bids for 300 tons, and the City of Ottawa requested bids for 250 tons and Douglas County requested bids for 1,500 tons. Bids for Douglas County are as follows.

<u>Vendor</u>	<u>Quantity (tons)</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Cargill Salt	1,500	\$49.98	\$ 74,970.00
Central Salt	1,500	\$50.59	\$ 75,885.00
Independent Salt	1,500	\$52.98	\$ 79,470.00
Hutchinson Salt	1,500	\$61.42	\$ 92,130.00
North American Salt	1,500	\$89.62	\$ 134,430.00
Morton Salt	1,500	No Bid	\$ 0.00

Action Required: Consent Agenda approval of the low bid from Cargill Salt for the supply of 1,500 tons of highway de-icing salt at a total cost of \$74,970.00.

BID TAB FOR HIGHWAY SALT												Bid No. 12-F-0016 - Bid Opening Date: 3:00 PM, Monday, May 21, 2012											
				<i>Douglas County</i>				<i>City of Lawrence</i>				<i>Wakarusa Twp.</i>				<i>City of Ottawa</i>							
<u>VENDOR</u>																							
		<u>Qty</u>	<u>\$/Ton</u>		<u>Qty</u>	<u>\$/Ton</u>		<u>Qty</u>	<u>\$/Ton</u>		<u>Qty</u>	<u>\$/Ton</u>		<u>Qty</u>	<u>\$/Ton</u>								
Independent Salt Co.		1500	\$52.98	\$79,470.00	2500	\$52.98	\$132,450.00	300	\$52.98	\$15,894.00	250	\$52.98	\$13,245.00										
Central Salt LLC (Lyons)		1500	\$50.59	\$75,885.00	2500	\$50.59	\$126,475.00	300	\$50.59	\$15,177.00	250	\$50.59	\$12,647.50										
North American Salt Co.		1500	\$89.62	\$134,430.00	2500	\$89.62	\$224,050.00	300	\$89.62	\$26,886.00	250	\$89.62	\$22,405.00										
Hutchinson Salt Co.		1500	\$61.42	\$92,130.00	2500	\$62.60	\$156,500.00	300	\$62.00	\$18,600.00	250	\$56.73	\$14,182.50										
Cargill, Inc.		1500	\$49.98	\$74,970.00	2500	\$49.98	\$124,950.00	300	\$49.98	\$14,994.00	250	\$49.98	\$12,495.00										
Morton Salt		1500	No Bid		2500	No Bid		300	No Bid		250	No Bid											
		1500			2500			300			250												
		1500			2500			300			250												
		1500			2500			300			250												
		1500			2500			300			250												
		1500			2500			300			250												
		1500			2500			300			250												
		1500			2500			300			250												
Director of Public Works: Keith A. Browning						County Clerk: Jamie Shew																	
By: Rita Fulks						By: Benjamin Lampe																	

DOUGLAS COUNTY, KANSAS

BID DOCUMENTS

FOR

HIGHWAY DE-ICING SALT

BID NO. 12-F-0016

DOUGLAS COUNTY
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
BID NO. 12-F-0016

Notice is hereby given by the Douglas County Department of Public Works that sealed bids for the purchase of a total of 4,550 tons of **Highway De-icing Salt** to be used for the 2012-2013 winter season will be received in the Office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:00 p m, Monday, May 21, 2012 and then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 1242 Massachusetts Street, Lawrence, Kansas, or from Demand Star @ www.demandstar.com. The bids shall be submitted in sealed envelopes, addressed to the Office of the Douglas County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044, upon which is clearly written or printed "**HIGHWAY DE-ICING SALT**", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The contractor shall purchase and maintain such insurance as will protect the contractor and each governmental entity against any and all claims and demands arising from the execution of this contract. When stated in the Detail Specifications, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

Each governmental entity reserves the right to reject any or all bids, waive technicalities, and to purchase the product which in the opinion of each Board is best suited for the work which it is intended. Award will be contingent upon each entity's approval process.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E., Director
DATED: 05/02/2012

Published: Sunday, May 6, 2012
Wednesday, May 9, 2012

cc: Lawrence Journal World
Board of County Commissioners
County Clerk

County Administrator
County Operations Division
County Purchasing Division

**STANDARD TERMS AND CONDITIONS
DOUGLAS COUNTY, KANSAS**

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by contracting agencies within this bid document. We reserve the right to accept or reject any or all bids received.

2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County/City/Township" means Douglas County, Kansas, City of Lawrence, City of Eudora, City of Baldwin, City of Ottawa or Wakarusa Township.
 - e. The term "Board of County Commissioners or "BoCC" means the governing body of each respective county, "Board of City Commissioners" means the governing body of each respective city, "Township Board" means the governing body of Wakarusa Township.

3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.

4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "**HIGHWAY DE-ICING SALT**" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.

5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.

STANDARD TERMS AND CONDITIONS (continued)

6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P.M., Monday, May 21, 2012.
7. **ADDENDA:** All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS, CHANGES OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners, the Board of City Commissioners, or Township Board, as appropriate. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County/City/Township of fair competition shall be permitted.

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within thirty (30) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County/City/Township.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect and suitable for their intended purpose. All equipment shall be assembled, and ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County/City/Township by any other clause of this bid. The County/City/Township reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

STANDARD TERMS AND CONDITIONS (continued)

13. **METHOD OF AWARD AND NOTIFICATION:** Each entity will evaluate bids as a separate agency and award their bids independently of the others based solely on the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County/City/Township.

The County/City/Township reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and, to award the bid on a item by item basis, by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County/City/Township.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County/City/Township of a Purchase Order or other contractual document.
14. **DELIVERY TERMS:** All deliveries shall be F.O.B. destination (as indicated on bid sheet for each entity) and all freight charges shall be included in the bid price. Delivery date shall be considered as a cost factor in the determination of award.
15. **DAMAGED AND/OR LATE SHIPMENTS:** The County/City/Township has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the applicable governmental agency of any late or delayed shipments. The County/City/Township reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. **SELLERS INVOICE:** Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, extended totals and date of purchase/order.
18. **TAX EXEMPT:** The County/City and their agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.

STANDARD TERMS AND CONDITIONS (continued)

19. **SAFETY:** All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
20. **DISCLAIMER OF LIABILITY:** The County/City, or any of their agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
21. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, and the Board of City Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
22. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
23. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY
BID NO. 12-F-0016

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HIGHWAY-ROAD SALT BID

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Bulk Highway De-icing Salt	1,500	Tons	\$ <u>49.98</u>	\$ <u>74,970.00</u>

Douglas County may make changes to the quantity ordered under this contract making additions thereto, or by omitting quantities therefrom, without invalidating the contract. No adjustment in unit prices will be allowed, provided the net monetary value of such additive and subtractive changes in quantities shall not increase or decrease the original contract amount by more than thirty percent (30%).

Delivered to the Douglas County Shop, 711 E. 23rd St., Lawrence, Kansas 66044 when requested by the County.

Doug Stephens, 785 330-1330, will notify supplier 48 hours in advance of salt delivery.

Delivery of salt to Douglas County shall be as follows:

1,500 tons as requested by Douglas County after January 1, 2013

State Time Interval from Order to Delivery: 3-5 Business Days after receipt of order.

Supplier: Cargill, Incorporated-Deicing Technology Business Unit

By: Tameka Roby- Tameka Roby
Customer Solutions Specialist

Supplier Phone No.: 1-800-600-7258

Supplier Fax No.: 1-800-467-3409

Recommended:

Keith A. Browning
Keith A. Browning, P.E.
Director of Public Works

Approved:

Jim Flory, Chairman

Mike Gaughan, Member

Nancy Thellman, Member

Date

EVIDENCE OF CASUALTY INSURANCE

POLICY YEAR
06/01/11-06/01/12

PRODUCER
Hays Companies
IDS Center, Suite 700
80 South 8th Street
Minneapolis, MN 55402

THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE DOCUMENT HOLDER. THIS DOCUMENT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:	National Union Fire Insurance Company
INSURER B:	Commerce & Industry Insurance Company
INSURER C:	Insurance Company of the State of Pennsylvania
INSURER D:	Illinois National Insurance Company
INSURER E:	New Hampshire Insurance Company
INSURER F:	Chartis Casualty Company

PHONE NO. 612-333-3323

FAX NO. 612-373-7270

INSURED

CARGILL, INCORPORATED,
ITS SUBSIDIARIES, AND BUSINESS UNITS
PO BOX 5612, MS-12
MINNEAPOLIS, MN 55440-5612

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY BE DISPENSED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
						EACH OCCURRENCE	
A		GENERAL LIABILITY	GL1914645	06/01/11	06/01/12	EACH OCCURRENCE	\$10,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	NONE
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	NONE
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	10,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$100,000,000
						PRODUCTS-COMP/OP AGG	\$100,000,000
A A A		AUTOMOBILE LIABILITY	CA3508253 (AOS)	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea Accident)	\$10,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS	CA3508254 (VA)	06/01/11	06/01/12	BODILY INJURY (Per Accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<input type="checkbox"/> CARGO LEGAL LIABILITY AND CONTINGENT CARGO LEGAL LIABILITY					
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC015883508 (CA)	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO	WC015883509 (FL)	06/01/11	06/01/12	E L EACH ACCIDENT	\$5,000,000
C		If yes, describe under SPECIAL PROVISION BELOW	WC015883515 (AOS)	06/01/11	06/01/12	E L DISEASE - EA EMPLOYEE	\$5,000,000
D			WC015883510 (MI)	06/01/11	06/01/12	E L DISEASE - POLICY LIMIT	\$5,000,000
E			WC015883511 (MN)	06/01/11	06/01/12		
F			WC015883512 (AR, GA, KS)	06/01/11	06/01/12		
E			WC015883513 (TX)	06/01/11	06/01/12		
E		OTHER	WC015883514 (MA, ND, NY, WA, WI, WY)	06/01/11	06/01/12	Per WC/EL Limits Above	
A		EXCESS WORKERS COMPENSATION	XWC1192395 (OH, USLH)	06/01/11	06/01/12	Statutory Excess \$1,000,000 SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE ATTACHED ADDENDUM

AUTHORIZED SIGNATURE



The Named Insured under the general liability and auto liability policies includes Cargill, Incorporated and any subsidiary, affiliate, or business unit where Cargill, Incorporated (Cargill) owns an interest of more than 50% or exercises active management control.

A Partial Listing of U.S. Subsidiaries and Business Units insured by the general and automobile liability policies include (but is not limited to):

Cargill AgHorizons
 Cargill Animal Nutrition
 Cargill Case Ready
 Cargill Cocoa and Chocolate Inc.
 Cargill Corn Milling North America
 Cargill Deicing Technology
 Cargill Dressings, Sauces & Oils
 Cargill Dry Corn Ingredients, Inc.
 Cargill Financial Services Corporation
 Cargill Flavor Systems
 Cargill Food Distribution
 Cargill Grain and Oilseeds North America
 Cargill Health & Nutrition
 Cargill Kitchen Solutions, Inc.
 Cargill Malt
 Cargill Meat Logistics Solutions, Inc.
 Cargill Meat Solutions Corporation
 Cargill Pork
 Cargill Pork, LLC
 Cargill Regional Beef
 Cargill Salt
 Cargill Specialty Canola Oils
 Cargill Texturizing Solutions
 Cargill Turkey Production, LLC
 Cargill Value Added Meats-Food Service
 Cargill Value Added Meats-Retail
 G & M Stevedoring Co., Inc.
 Horizon Milling, LLC (JV)

PLEASE NOTE: Cargill and certain U.S. subsidiaries are self-insured for workers' compensation under the Federal Longshore and Harbor Workers' Compensation Act. Cargill and certain U.S. subsidiaries are self-insured for workers' compensation through the Department of Labor in the State of Ohio. Policy number XWC1192395 provides workers' compensation coverage excess of the authorized self-insured limit in jurisdictions where Cargill or a Cargill subsidiary is self-insured. Cargill operations in North Dakota, Washington and Wyoming are insured for workers' compensation under the monopolistic state fund of each state. The workers' compensation policies listed in the preceding page insure Cargill and non-self-insured U.S. subsidiaries in the remaining states where Cargill has operations or employees.

- Under the General Liability policy, Additional Insured—Vendors (CG 20 15 07 04) is provided to vendors of products of the Named Insured as described above, if required in a written contract with such Named Insured.
- Under the General Liability policy, Additional Insured status for persons or organizations other than vendors is provided, if required in a written contract with the Named Insured as described above, with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by any Named Insured's acts or omissions or the acts or omissions of those acting on any Named Insured's behalf in the performance of the any Named Insured's continuing operations, or in connection with any Named Insured's completed operations or premises owned by or rented to any Named Insured or equipment owned by or rented to any Named Insured.
- Under the Automobile Liability policies, Additional Insured status is provided if required in a written contract with the Named Insured as described above.
- Under the General Liability, Automobile Liability and Workers Compensation policies, a Waiver of Subrogation is provided if required in a written contract with the Named Insured as described above.
- Contractual Liability (tort liability assumed in an "insured contract") is included under the Commercial General Liability and Automobile Liability policies.

POWER OF ATTORNEY

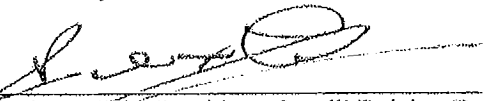
KNOW ALL MEN BY THESE PRESENTS, That Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware, and having its Home Office in the City of Minneapolis, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

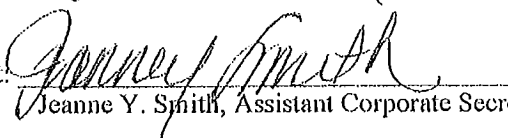
Josette Bell	Nadine Gilbert	Louise Moniere
Tom Blackman	Taylor Hall	Amanda Montanez
Gloria Bohman	Lenore Hohman	Lisa O'Neal
Stacey Bruzda	Kenneth G. Howe	Angele Peterson
David Bryden	Gail Hubbell	Courtney Perram
Pamela S. Burcewicz	Brittney Ingold	Monica Sue Petkac
Tameka Caldwell-Roby	Robin Kiewatt	Stewart Petrick
Deseree Caver	Mary Kleiner	John Petryszyn
Carol Chandler	Phillip E. Knapp	Sean M. Riley
Annette Cillian	Amanda Knaus	Christine M. Rupert
Elaine Dembinski	Denise A. Koch	Anne Sarley
Andre Desbiens	Sarah Liederbach	Rosemary Schwarz
Tony DiPietro	Mildred Lindsey	Sarah Stewart
Ken Ellen	Alison Marincek	Jennifer Tyminski
Ron Erjavec	David Marshall	Kent Watson
Joshua D. Evcic	Richard Maxfield	Danielle Wilford
Jason Fenske	Shawn Mayclin	Gord Williams
Robin Fugo	Bill Miller	Irving Williamson
Chris Gampfer	Brett Miller	Ellen Ziegman

each its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver bids, bid bonds, contracts, performance bonds, and such other documents as may be necessary or required in connection with the bid, sale or delivery of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt, and/or road deicing salt, to any state, county, city, municipality, or corporate body with which the Company may do business and to bind the Corporation thereby as fully and to the same extent as if such documents were signed by an officer of Salt, sealed with the Corporate Seal of the Corporation and duly attested by its Assistant Corporate Secretary, hereby ratifying and confirming all the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its President, Cargill Deicing Technology, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 3rd day of February, 2012.

Cargill, Incorporated

By: 
Richard Maxfield, President, Cargill Deicing Technology

Attest: 
Jeanne Y. Smith, Assistant Corporate Secretary

STATE OF OHIO

) ss

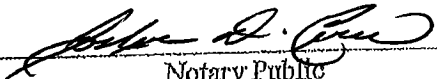
COUNTY OF CUYAHOGA

On May 16, 2012, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared
Tameka Roby known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in the certificate above.



JOSHUA EVCIC
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES


Notary Public



Technical Information
Bulk Ice Control Salt

DESCRIPTION:

Bulk Ice Control Salt is a coarse screened, translucent to white crystalline solid obtained from domal salt deposits in Louisiana by physical mining. The salt is exploited by drilling and blasting with explosives in a manner similar to that used in other types of mineral mining. The mined salt is then crushed, screened and hoisted to the surface where it is stockpiled awaiting distribution as a highway deicing product.

COMPLIANCE:

Bulk Ice Control Salt is not approved for human or animal consumption. It is intended for use only as a chemical deicer on roadways and thoroughfares. This salt complies fully with ASTM Specification D 632-99 Type 1, Grade 1.

ADDITIVES:

Bulk Ice Control Salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

APPLICATIONS:

Bulk Ice Control Salt is intended for use as an ice and snow removal agent on highways and other roadways.

PACKAGING AND SHIPPING:

Bulk Ice Control Salt is available only in bulk form. Bulk quantities are shipped by rail or truck.

METHODS OF ANALYSIS:

Methods of analysis and product performance evaluation are taken from the ASTM designations D 632-99 and E 534-98.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) ¹	%	98.7	95.0 min.
Calcium & Magnesium (as Ca) ¹	%	0.4	-
Sulfate (as SO ₄) ¹	%	0.9	-
Water Insolubles ¹	%	0.8	2.0 max.
Acid Insolubles ¹	%	0.1	0.2 max.
Surface Moisture ²	%	0.1	1.0 max.
Yellow Prussiate of Soda ³	ppm	50	100 max.

¹By difference of impurities before conditioning.

²110°C for 2 hours before conditioning.

³Optional anticaking agent (sodium ferrocyanide decahydrate).

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	97	95 - 100
4	0.187	4750	55	20 - 90
8	0.0937	2360	35	10 - 60
30	0.0232	600	8	15 max.

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	69	66 - 72
Grams per Liter	1105	1055 - 1155

Note: Bulk density is reported as loose (uncompacted).

PRODUCING LOCATION:
VARIOUS LOCATIONS ACROSS THE U.S.

No. 5702 Revised May 2007

CARGILL SALT

P.O. Box 5621
Minneapolis, MN
55440
1-888 385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.



Material Safety Data Sheet

Note: This MSDS has been compiled as a response to customer requests. It is not required under current OSHA regulations.

1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Chemical Product Name	Sodium Chloride (Salt)
Chemical Family	Alkali Metal/Halide
Chemical Name	Sodium Chloride
INCI Name	SODIUM CHLORIDE
INN Name	sodium chloride
Formula	NaCl
Molecular Weight	58.44
Commercial Name	Ice Control Salt
Manufacturer	Emergency Telephone Numbers
Cargill Salt	CHEMTREC (800) 424-9300
P.O. Box 5621	
Minneapolis, MN 55440	

2. COMPOSITION/INFORMATION ON INGREDIENTS

Description
White crystalline solid

Ingredient Name	Exposure Limits	Concentration (%)
CAS Number		
Sodium Chloride 7647-14-5		95.8 - 99.8
Sodium Ferrocyanide Decahydrate 13601-19-9		0.0050 - 0.0100

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

HMIS Health: 1, Flammability: 0, Reactivity: 0, Protective Equipment: A

Potential Health Effects

Route(s) Of Entry: Ingestion, skin/eye contact, inhalation.

Human Effects and Symptoms of Overexposure:

Acute Inhalation: Irritation of the respiratory tract.

Chronic Inhalation: No applicable information found for chronic system effects.

Acute Skin Contact: Large amounts can cause irritation, and, if applied to damaged skin, absorption can occur with effects similar to those via ingestion.

Chronic Skin Contact: No applicable information found for chronic system effects.

Acute Eye Contact: Irritation with burning and tearing (salt concentrations greater than the normal saline present).

Chronic Eye Contact: No applicable information found for chronic systemic effects.

Acute Ingestion: Intake of large amounts has generally occurred for deliberate reasons: suicide, absorption, and to induce vomiting. The following effects were observed; nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage. Less than a few grams would not be harmful. For larger quantities, drink large amounts of water or milk.

Chronic Ingestion: No applicable information found for chronic systemic effects.

Carcinogenicity

NTP: Not listed as carcinogen or mutagen.

IARC: Not listed as carcinogen or mutagen.

OSHA: Not listed as carcinogen or mutagen.

Medical Conditions Aggravated by Exposure: In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

4. FIRST AID MEASURES

First Aid for Eyes: For eye contact, flush with water immediately, lifting eyelids occasionally.

First Aid for Skin: Remove clothing from affected area. Wash skin thoroughly. Rinse carefully.

First Aid for Inhalation: If person breathes large quantities, remove to fresh air at once. If breathing stops, apply artificial respiration immediately.

First Aid for Ingestion: Less than a few grams would not be harmful. For larger quantities, drink large amounts of water or milk.

5. FIRE AND MEASURES

Flash Point: N/A

Extinguishing Media: N/A. This product is nonflammable.

Special Fire Fighting Procedures: N/A

6. ACCIDENTAL RELEASE MEASURES

Spill or Leak Procedures: Contain spills to prevent contamination of water supply or sanitary sewer system. Vacuum or sweep into containers for proper disposal.

7. HANDLING AND STORAGE

Storage Temperature (min./max.): Avoid humid or wet conditions as product will cake and become hard.

Special Sensitivity: Avoid contact with strong acids.

Handling and Storage Precautions: Becomes hygroscopic at 75% relative humidity.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Eye Protection Requirements: Eyeglasses or goggles should be worn in dusty areas.

Skin Protection Requirements: Protective clothing may be worn in dusty areas, but is generally not required.

Respiratory/Ventilation Requirements: NIOSH/MSHA approved respirator for particulates.

Exposure Limits: Not listed.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical Form: White crystalline solid with slight halogen odor.

Color: White to opaque.

Odor: Halogen odor when heated.

Boiling Point (760mm Hg)(°C): 1465

Melting Point/Freezing Point (°C): 801

pH: 6.7 – 10.0

Solubility in Water (g/cc)(%): 26.4

Specific Gravity (H₂O = 1): 2.16

Bulk Density (lbs./ft³): 35-83

% Volatile by Weight: N/A

Vapor Pressure (mm Hg/747°C): 2.4

Vapor Density (Air=1): N/A

10. REACTIVITY

Stability: Stable

Incompatibilities: Avoid contact with strong acids. Becomes corrosive to metals when wet.

Decomposition Products: May evolve chlorine gas when in contact with strong acids.

11. TOXICOLOGICAL INFORMATION

Description: Not listed.

12. ECOLOGICAL INFORMATION

Ecotoxicity: Not listed.

Environmental Degradation: Not listed.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method: Follow applicable Federal, state, and local regulations.

14. TRANSPORTATION INFORMATION

D.O.T. Shipping Name: Not listed.

Technical Shipping Name: Not listed.

D.O.T. Hazard Class: Not listed.

U.N./N.A. Number: Not listed.

Product Rq (lbs.): N/A

D.O.T. Label: Not listed.

D.O.T. Placard: N/A

Freight Class Bulk: N/A

Freight Class Package: N/A

Product Label: N/A

15. REGULATORY INFORMATION

OSHA Status: Not listed.

TSCA Status: Listed as non-hazardous.

CERCLA Reportable Quantity SARA Title III

Section 302 Extremely Hazardous Substances: Not listed.

Section 311/312 Hazard Categories: Not an OSHA hazardous material.

Section 313 Toxic Chemicals: Not listed.

RCRA Status: Not listed.

EINECS Number: 231-598-3

ENCS Number: 1-236

ECL Serial Number: KE-31387

SWISS Number: G-2580

HMIS Rating: 1 0 0 A

State Regulatory Information

Company Name/Cas Number	Concentration	State Code
N/A		

16. OTHER INFORMATION

Reason for Issue: Regulatory compliance.

Prepared By:	Steve Karl
Approved By:	Sarah Hubert
Title:	Technical Director
Approval Date:	February 2012
Supersedes Date:	February 2009
MSDS Number:	NB2

Disclaimer: All statements, technical information and recommendations contained herein are, to the best of our knowledge, reliable and accurate; however, no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable Federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees, and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.

DOUGLAS COUNTY
BID NO. 12-F-0016

HIGHWAY-ROAD SALT BID

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Bulk Highway De-icing Salt	1,500	Tons	\$ 49.98	\$ 74,970.00

Douglas County may make changes to the quantity ordered under this contract making additions thereto, or by omitting quantities therefrom, without invalidating the contract. No adjustment in unit prices will be allowed, provided the net monetary value of such additive and subtractive changes in quantities shall not increase or decrease the original contract amount by more than thirty percent (30%).

Delivered to the Douglas County Shop, 711 E. 23rd St., Lawrence, Kansas 66044 when requested by the County.

Doug Stephens, 785 330-1330, will notify supplier 48 hours in advance of salt delivery.

Delivery of salt to Douglas County shall be as follows:

1,500 tons as requested by Douglas County after January 1, 2013

State Time Interval from Order to Delivery: 3-5 Business Days after receipt of order.

Supplier: Cargill, Incorporated-Deicing Technology Business Unit

By: Tameka Roby- Tameka Roby
Customer Solutions Specialist

Supplier Phone No.: 1-800-600-7258 Supplier Fax No.: 1-800-467-3409

Recommended:

Keith A. Browning, P.E.
Director of Public Works

Approved:

Jim Flory, Chairman

Mike Gaughan, Member

Nancy Thellman, Member

Date

CITY OF LAWRENCE
BID NO. 12-F-0016

HIGHWAY-ROAD SALT BID

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Bulk Highway De-icing Salt	2,500	Tons	\$49.98	\$124,950.00

The City of Lawrence reserves the option of ordering 1,000 tons of additional material in the spring of 2013 at the bid price indicated above.

Delivered to the Street Maintenance
Division storage area, 11th & Haskell,
Lawrence, KS 66044

The salt must be delivered in the designated location. Failure to deliver to the location designated will result in hourly actual charge back to company to move it.

Deliver 1,500 Tons between July 1, 2012 and September 30, 2012, and
Deliver 1,000 Tons between October 1, 2012 and November 30, 2012

Please notify Tom Orzulak, (785) 832-3031, 24 hours prior to material shipment.

Estimated Date to Commence Delivery: 3-5 Business Days after receipt of order.

Bidder (Name of Firm) Cargill, Incorporated-Deicing Technology Business Unit

Address 24950 Country Club Blvd., Suite #450

North Olmsted, OH 44070

Phone Number 1-800-600-7258

Authorized Signature

Name / Title Tameka Roby/Customer Solutions Specialist

Date 5/16/2012

WAKARUSA TOWNSHIP
BID NO. 12-F-0016

HIGHWAY-ROAD SALT BID

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Bulk Highway De-icing Salt	300	Tons	\$49.98	\$ 14,994.00

Wakarusa Township reserves the option of ordering 100 tons of additional material at the bid price indicated above.

Delivery will be made to the Wakarusa Township Storage Site, 300 W. 31st Street, Lawrence, Kansas when requested by Steve Brown, 785 865-0944, 48 hours in advance of delivery.

Delivery of salt to Wakarusa Township shall be as follows:

State Time Interval from Order to Delivery: 3-5 Business Days after receipt of order.

TR

Supplier: Cargill, Incorporated-Deicing Technology Business Unit

By: Tameka Roby
Customer Solutions Specialist

Supplier Phone No.: 1-800-600-7258 Supplier Fax No.: 1-800-467-3409

Approved:

Steve Brown, Trustee, Wakarusa Township

Norman Leary, Treasurer, Wakarusa Township

Gerald Dwyer, Clerk, Wakarusa Township

_____ Date

Handwritten initials or mark in the top right corner.

CITY OF OTTAWA, KANSAS
 BID #12-F-0016

HIGHWAY-ROAD SALT BID

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Bulk Highway De-icing Salt	Up to 250	Tons	\$49.98	\$12,495.00

Prices bid are for road salt DELIVERED upon request by the City of Ottawa.

250 TONS (+/-) are to be delivered sometime during the next 12 months.

Shipping/delivery address will be in the city limits of the City of Ottawa, and determined at the time the order is placed. Orders will be placed by Andy Haney, Larry Matile, or Justin McCurdy no less than 72 hours in advance of required salt delivery. Each request will be dependent upon space available in limited-space storage facilities. **Two-hundred (200) tons represents typical annual use**, and is delivered as needed by truckload (25+/- tons).

Billing Address:
 City of Ottawa
 P.O. Box 60
 Ottawa, KS 66067

Supplier/Bidder: Cargill, Incorporated-Deicing Technology Business Unit

Address: 24950 Country Club Blvd., Suite #450

City, State, Zip: North Olmsted, OH 44070

By: Tameka Roby -Customer Solutions Specialist
 (Print)

Tameka Roby
 (Signature)

Supplier/Bidder Phone No.: 1-800-600-7258

Supplier/Bidder Fax No.: 1-800-467-3409

Supplier/Bidder E-mail Address: Tameka_Roby@cargill.com

Approved:

Andy Haney, Public Works Director

 Date

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : May 24, 2012

Re : Consent Agenda authorization to sign application for federal funding assistance
US Fish & Wildlife Service funding for purchase of 3-sided concrete culvert
Replacement of Bridge No. 05.54N-17.50E

Terese Gorman, Engineering Division Manager, has been working with the US Fish & Wildlife Service on possible federal funding for the purchase of a precast concrete 3-sided culvert. The USFWS is very interested in the 3-sided culverts we have installed and their benefits to aquatic stream life. Several locations have been discussed in the past, but federal funding opportunities did not materialize prior to our replacing the structures.

The referenced location is on E 1750 Road approximately 0.54 miles north of N 500 Road. The existing structure is a 12' span x 12' high reinforced concrete box (RCB). There is significant downstream erosion. The channel flowline elevation immediately downstream is several feet lower than the flowline elevation of the RCB. This elevation difference hinders movement of aquatic life, thus making it an attractive candidate for this federal funding. Replacement of this structure is currently not in the CIP. It is currently not scheduled in our culvert replacement list, but is shown to be considered for future replacement.

The application for federal funding requires signature by an "authorized representative". The regulations require we have on file a copy of the governing body's authorization to sign the application as an authorized representative.

Action Required: Consent Agenda authorization for the Public Works Director to act as Douglas County's authorized representative in submitting an application for federal assistance for the purchase cost of a 3-sided precast concrete culvert to replace Structure No. 05.54N-17.50E.

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : May 23, 2012

Re : Discuss possible treatment of Eurasian Watermilfoil at Lone Star Lake

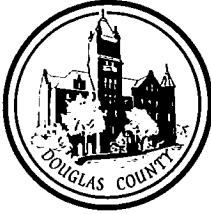
You will recall last fall we discussed the concern of Eurasian watermilfoil (EWM) infesting Lone Star Lake. This plant is an exotic plant that can quickly become a nuisance. Richard Sanders, KDWP fisheries biologist, notified us last year he saw Eurasian watermilfoil (EWM) growing in Lone Star Lake. We surveyed the lake last year with Richard, and found EWM in several areas of the lake. Following is information from Richard Sanders provided last year:

Unlike curlyleaf pondweed, EWM does not die off early in the summer, rather it continues to grow throughout the growing season. EWM is a submersed plant rooted to the bottom and growing up to the surface. It commonly occupies water down to 15 feet deep, but has been reported down to 30 feet in very clear water. A dense canopy often forms at the surface of the water, which interferes with recreational uses of water such as boating, fishing, and swimming. Excessive growth of the species may alter aquatic ecosystems by decreasing native plant and animal diversity and abundance and by affecting the predator/prey relationships of fish. A healthy lake is damaged because heavy infestations of EWM lower dissolved oxygen under the canopy, increase daily pH shifts, reduce water movement and wave action, increase sedimentation rates and reduce turbidity. I recommend treating it now with a herbicide to try to eradicate it before it proliferates.

Richard recommended treating EWM with an herbicide, but last fall we felt it was too late for treatments. We now feel that treating the EWM with herbicide is necessary.

Richard Sanders will attend the BOCC meeting to participate in the discussion.

Action Required: Discuss the growth of Eurasian watermilfoil in Lone Star Lake, and provide direction on treatment as appropriate.



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
(785) 832-5293 Fax (785) 841-0943
dgcopubw@douglas-county.com
www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : May 22, 2012

Re : Consider revised Project Agreement for Corridor Management funding
US-56 reconstruction from Bullpup Drive west through E 1600 Road intersection
Project No. 56-23 KA-2294-01

You will recall in July 2011 the BOCC executed a project agreement with KDOT to widen US-56 highway from Bullpup Drive west through the E 1600 Road intersection near Baldwin City. Since the execution of that agreement, KDOT expressed interest in not only widening US-56, but also lowering the profile of the highway through the hill just east of the E 1600 Road intersection (to accommodate 60 mph design speed). Under terms of the revised agreement, KDOT will let the contract and pay the contractor directly (as opposed to reimbursing Douglas County). They will also provide and pay for construction engineering services (this was County responsibility under the previous agreement).

You will recall Baldwin City agreed to pay for 40% of the local project costs with Douglas County paying the remaining 60%. Lowering the highway's profile will require additional right-of-way acquisition costs. However, these additional costs are more than offset by KDOT's paying the cost of construction engineering. We have \$87,000 allocated for this project in the CIP. We currently estimate Douglas County's project cost will be approximately \$70,000, and Baldwin City's cost will be approximately \$45,000.

Please note the above estimated local costs do not include the cost of any environmental clean-up that may be required. It is known there used to be a gasoline filling station on the north side of US-56 just east of E 1600 Road. In addition, during the Field Check meeting with KDOT, vent pipes were discovered on the south side of US-56 just east of E 1600 Road. KDOT's Environmental Section is investigating both locations. If there are old fuel tanks at these locations, this may add several thousand dollars to the local costs.

Action Required: Consider approval of a revised Project Agreement with KDOT for Project No. 56-23 KA-2294-01, Corridor Management Program improvements to US-56 highway from Bullpup Drive west through the E 1600 Road intersection.

PROJECT NO. 56-23 KA 2294-01
ROAD IMPROVEMENT
DOUGLAS COUNTY, KANSAS

A G R E E M E N T

PARTIES: MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

Douglas County, Kansas, hereinafter referred to as the "County,"

Collectively referred to as the "Parties."

PURPOSE: The Secretary has authorized an road improvement project, hereinafter referred to as the "Project." The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county roads. The County desires to construct the Project on US-56 in the County. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

PROJECT: The Secretary and the County desire to enter into this Agreement for the construction of the Project, which is described as follows:

Construct a 3-lane section on US-56 from Bullpup Drive west through E 1600 Road, for turn lanes and reduce the vertical curve to improve intersection sight distance.

EFFECTIVE

DATE: The County and the Secretary in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or the Secretary's designee.

ARTICLE I

THE SECRETARY AGREES:

1. To provide technical information upon request to help the County acquire rights of way in accordance with the law and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of KDOT.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the County, to administer the construction of the Project in accordance with the final design plans and administer the payments due the contractor.

3. To require the contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the contractor shall indemnify the Secretary and the County for

damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

4. To be responsible for one-hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way acquisition and utility adjustments for the Project.

5. After receipt of the final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the County is responsible and shall then transmit the complete and final billing to the County.

ARTICLE II

THE COUNTY AGREES:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the County by the Secretary acting in all things as its agent, and the County hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the County authorized, adopted, ratified, and confirmed to the same extent and with the same effect as though done directly by the County acting in its own individual corporate capacity instead of by its agent.

2. The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.

3. To design the Project or contract to have the Project designed in conformity with the state design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions.

4. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 3 above. Contracts between the County and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 3 above. In addition, any contract between the County and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.

- b. Language requiring the consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the County and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the County and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

5. The County and any consultant retained by the County shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the County's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the County, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the County.

6. A duly appointed representative of the County is authorized to sign for the County on any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the right of way descriptions.

7. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements, and access rights shown on the final design plans in accordance with the schedule established by the Kansas Department of Transportation. The County agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations

contained in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the Bureau of Local Projects, such rights of way, easements, and access rights have been acquired. The County further agrees it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements, and temporary easements.

8. To contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R., pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

9. To provide all legal descriptions required for right of way acquisition work. The County further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation such the County may obtain participation of state funds in the cost of the Project. The County agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

10. Any disposal of or change in the use of rights of way or in access after Project construction will require prior written approval by the Secretary.

11. The Secretary shall have the right to utilize any land owned or controlled by the County, lying inside or outside the limits of the County as shown on the final design plans, for the purpose of constructing the highway Project. The Secretary shall not participate in the cost of these rights of way or easements.

12. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Except as provided by state law, the expense of the removal or adjustment of the utilities located on public rights of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the County except as provided by state law. Except where the utility adjustments are participating costs for the Project, the expense of the removal or adjustment of only privately owned utilities located on private rights of way or easements shall be borne by the County.

13. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The County further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing road surface. The County further agrees to certify to the Secretary on forms supplied by the Secretary all utilities required to

be moved prior to construction have either been moved or a date provided by the County as to when, prior to construction, they will be moved. The County will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order the contractor shall not be delayed in construction of the Project. The County will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because identified utilities have not been moved or adjusted timely or accurately.

14. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

15. To certify to the Secretary all privately owned utilities occupying public rights of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit, and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of road or highway improvements.

16. To be responsible for one hundred percent (100%) of the total costs of preliminary engineering, rights of way acquisition, and utility adjustments for the Project. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way and utility adjustments for the Project.

17. If any payment is due to the Secretary, such payment be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

18. To participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the County for items considered non-participating, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

19. If it cancels the Project, it will reimburse the Secretary for any costs are incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

20. To adopt an ordinance or resolution requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the County and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The County further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures, or other private installations shall be permitted within the right of way limits except as provided by state law.

21. To adopt all necessary resolutions or ordinances and to take such legal steps as may be required to give full effect to the terms of this Agreement.

22. To locate and be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements, and access rights acquired by the County. The County shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims, and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements, and access rights acquired by the County prior to commencement of construction of the Project. The County shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The County will investigate any and all hazardous waste sites discovered during construction of the Project on County owned land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any hazardous waste site, including, but not limited to, leaking underground storage tanks, the County shall hold harmless, defend, and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the parties executing this Agreement any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

The County, by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the County. The County reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the County.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and county standards where the hazardous waste site is located.

23. To control parking of vehicles on the County road throughout the length of the Project covered by this Agreement. On-road parking will be permitted until such time as parking interferes with the orderly flow of traffic along the road.

24. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

25. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

26. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the County to any party outside of KDOT and all costs incurred by the County not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, and construction work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. Plans for handling traffic during construction must be included in the design plans provided by the County and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the County's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the County of the determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. If any items are found to be non-participating by the Secretary, the total cost of these items will be paid by the County.

4. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

7. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this

Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT incurred prior to the termination of the Agreement.

8. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.

9. No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

COUNTY OF DOUGLAS, KANSAS

COUNTY CLERK (Date)

CHAIRMAN

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : May 23, 2012

Re : Consider participating with City of Eudora on improvements to N 1300 Road

The City of Eudora has requested Douglas County participation in surface improvements on N 1300 Road (20th Street in Eudora) between E 2100 Road (Winchester Road) and Route 1061 (Church Street). The surface improvements would also include the short section of E 2100 Road from N 1300 Road to the K-10 overpass (approximately 830 linear feet). N 1300 Road is situated along the southern city limits, with properties on the north in the City of Eudora and properties on the south mostly in the unincorporated area. E 2100 Road is situated along the western city limits with properties on the west side in the unincorporated area. Improvements would include adding rock base material and double chip sealing the rock base.

This road has been problematic for years with Eudora Township maintaining the rock portion of the road and the City maintaining the chip sealed portion closer to Route 1061. It's typically in poor condition, and we receive lots of complaints.

The City of Eudora is willing to do the work, but requests we pay for a contractor to Bo-Mag the road (i.e. use a reclaimer piece of equipment to thoroughly mix the base material), haul additional rock base (haul costs only), and grade and shape the rock base. They estimate this contract cost to be \$40,064 (see attached spreadsheet). The \$67,070 shown in the spreadsheet as Eudora costs represents material costs only. They would perform the work using their own personnel.

I would recommend we participate by paying 100% of any contract costs, up to a maximum \$45,000, and pay for it from CIP (using "Road CIP Contingency" funds). This seems a small price to pay to get the township out from under this problematic road, and to provide better service to the public. The City of Eudora will maintain the road following this work.

Action Required: Authorize participation with City of Eudora in surfacing improvements on N 1300 Road (20th Street) from E 2100 Road (Winchester Road) to Route 1061 (Church Street), and on E 2100 Road (Winchester Road) from N 1300 Road (28th Street) to the K-10 overpass. Douglas County participation is limited to paying 100% of any required contract costs up to a maximum \$45,000, and is conditioned upon the City of Eudora assuming full maintenance of both roadway sections.

20th street chip & seal, cost estimates					
Material	Quantity	unit	Price Range	Cost	Proposed Party
AB-3	3,300	tons	6	\$19,800	City of Eudora
Chips	280	tons	10	\$2,800	City of Eudora
Prime (MC-30)	3100	gallons	3.7	\$11,470	City of Eudora
Seal (MC-3000)	10000	gallons	3.3	\$33,000	City of Eudora
Sub- Total				\$67,070	
Material	Quantity	unit	Price Range	Cost	
Bo-Meg	12473	sq. yards	1.25	\$15,591	Do. County / Township
Grade & Roll	12473	sq. yards	1	\$12,473	Do. County / Township
Gravel Hauling				\$12,000	Do. County / Township
Sub-Total				\$40,064	
Total				\$107,134	



DOUGLAS COUNTY ZONING & CODES DEPARTMENT

Linda M. Finger
Interim Director

NOTICE

HEARING DATE CORRECTION

TO: Property owners within 1,000 feet and property owners within 1 mile of the main entrance to Black Jack Battlefield & Nature Park, 615 E 1452 Road, Baldwin City, Kansas

FROM: Linda Finger, Interim Director, Douglas County Zoning & Codes Dept.

DATE : May 25, 2012

RE : Temporary Business Permit – Black Jack Battlefield and Nature Park - Calendar of Events 2012

The Black Jack Battlefield Trust, Inc. is planning an event for 2012 for the 156th Anniversary of John Brown's Battle at Black Jack, Dawn of the Civil War for the following date:

June 2, Saturday

- Dawn at Black Jack Battlefield – 5:00 A.M. (Free)
- John Brown Returns – 1:00 P.M. (Free)
- Nature Park Tour (Free)
- 1856 Lamplight Camp Tour - 8:00 P.M. (Cost 12 and up \$8.00)

Black Jack Battlefield Park, 163 E 2000 Road, Baldwin City, Kansas, will have guided tours, live period music, and a traveling historical exhibit on display on June 2, 2012.

The Douglas County Commission hearing on this application will be Wednesday, **MAY 30, 2012, 6:35 P.M.**, Douglas County Courthouse, 2nd floor, 1100 Massachusetts Street, Lawrence, Kansas.

Should you have any questions on this matter prior to the hearing, please contact the Douglas County Zoning & Codes Department at (785) 331-3143.



DOUGLAS COUNTY ZONING & CODES

2108 W. 27th Street, Suite I
Lawrence, KS 66047
(785) 331-1343 Fax (785) 331-1347

Keith R. Dabney
Director

NOTICE

TO: Property owners within 1,000 feet and property owners within 1 mile of the main entrance to Black Jack Battlefield & Nature Park, 615 E 1452 Road, Baldwin City, Kansas

FROM: Linda Finger, Interim Director, Douglas County Zoning & Codes Dept.

DATE : May 16, 2012

RE : Temporary Business Permit – Black Jack Battlefield and Nature Park - Calendar of Events 2012

The Black Jack Battlefield Trust, Inc. is planning an event for 2012 for the 156th Anniversary of John Brown's Battle at Black Jack, Dawn of the Civil War for the following date:

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Should you have any questions on this matter prior to the hearing, please contact the Douglas County Zoning & Codes Department at (785) 331-3143.

BUSINESS PLAN
Black Jack Battlefield Trust
P.O. Box 44
Baldwin City, KS 66006

Name of Event: *Battle of Black Jack - Dawn of the Civil War*

Date: June 2, 2012

Purpose of Event: To commemorate the 156th anniversary of John Brown's Battle at Black Jack on June 2, 1856.

Mission: To promote understanding of the historical significance of this site as it relates to the period of Kansas/Missouri history known as *Bleeding Kansas*, and to interpret the events that occurred here as the prelude to our national tragedy, the Civil War.

Goal: To generate support for the preservation of the site and to raise funds to provide for the maintenance and upkeep of the Battlefield, the Robert Hall Pearson Farmstead, and the Nature Park.

Public Events: The Black Jack Battlefield and Nature Park will be open to the public for guided tours on weekends through the third weekend in October. Open for self guided tours dawn to dusk year round.

Saturday, June 2, 2012 commemorates the 156th Anniversary of the Battle of Black Jack.

Parking: There will be no parking allowed along E 2000 Road. Signage and volunteer parking attendants will direct all vehicles to the south gated entrance to the Black Jack Park. This will be the only vehicular entrance into and exit from the site. Attendants will assist/direct parking in the pasture area. Handicapped parking will be located as close as possible to the activity area, with the drop off area adjacent to the high activity area.

Traffic Controls: There will be volunteers to direct traffic into and out of the park site.

Facilities: Two port-a-potties (one handicapped) will be located in plain view from the pasture parking area and the high activity area. Hand washing station will be available.

Bottled water will be available for sale by the Black Jack Battlefield Trust

Estimated Attendance: Approximately 100 people at any given time.

JOHN BROWN'S BATTLE AT BLACK JACK DAWN OF THE CIVIL WAR



SATURDAY, JUNE 2, 2012

BLACK JACK BATTLEFIELD & NATURE PARK

A DAY OF COMMEMORATION OF THE 156TH ANNIVERSARY OF
THE BATTLE OF BLACK JACK

brought to you by the Baldwin City, KS Tourism Bureau

❖ ***Dawn at Black Jack Battlefield***

TIME: 5:00 a.m. (*begins promptly, arrive by 4:45*) **COST:** Free (*donations welcome*)

Walk the battlefield the exact day and time of the battle, 156 years later. Experience what it was like! Old John Brown will be your guide. *Watch out for ruffians!*

❖ ***John Brown Returns***

TIME: 1 p.m. **COST:** Free (*donations welcome*)

Old John Brown takes you along as he reminisces about events leading up to the battle, the battle itself, and his raid at Harpers Ferry. *Militia men may be in the area!*

❖ ***Nature Park Tour***

TIME: 2:30 p.m. **COST:** Free (*donations welcome*)

Walk along the Black Jack Nature Park trails with one of our Naturalists. *Very peaceful!*

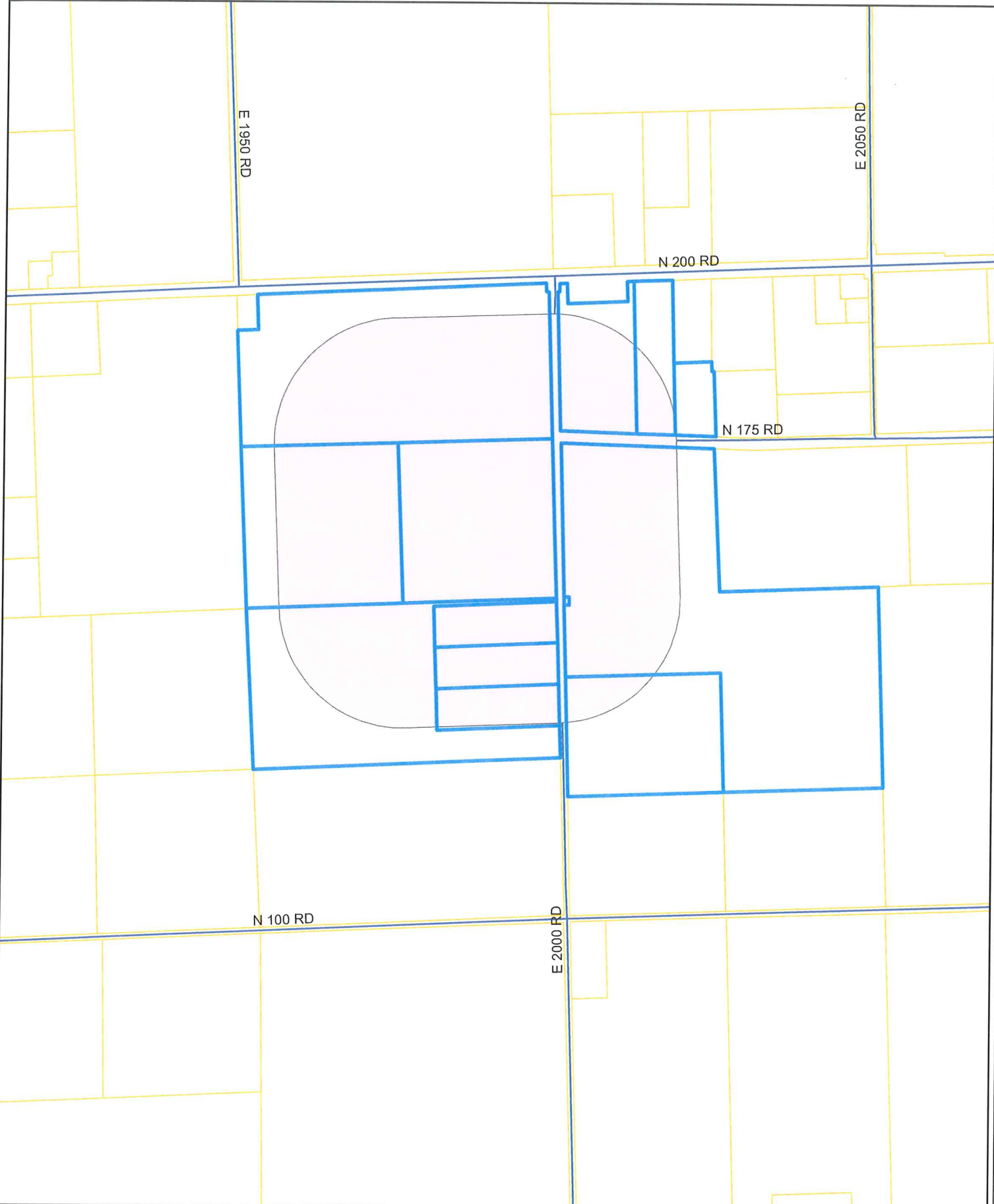
❖ ***1856 Lamplight Camp Tour***

TIME: gate opens 8 p.m., **FIRST TOUR DEPARTS:** 8:45 p.m. **COST:** 12 and up \$8

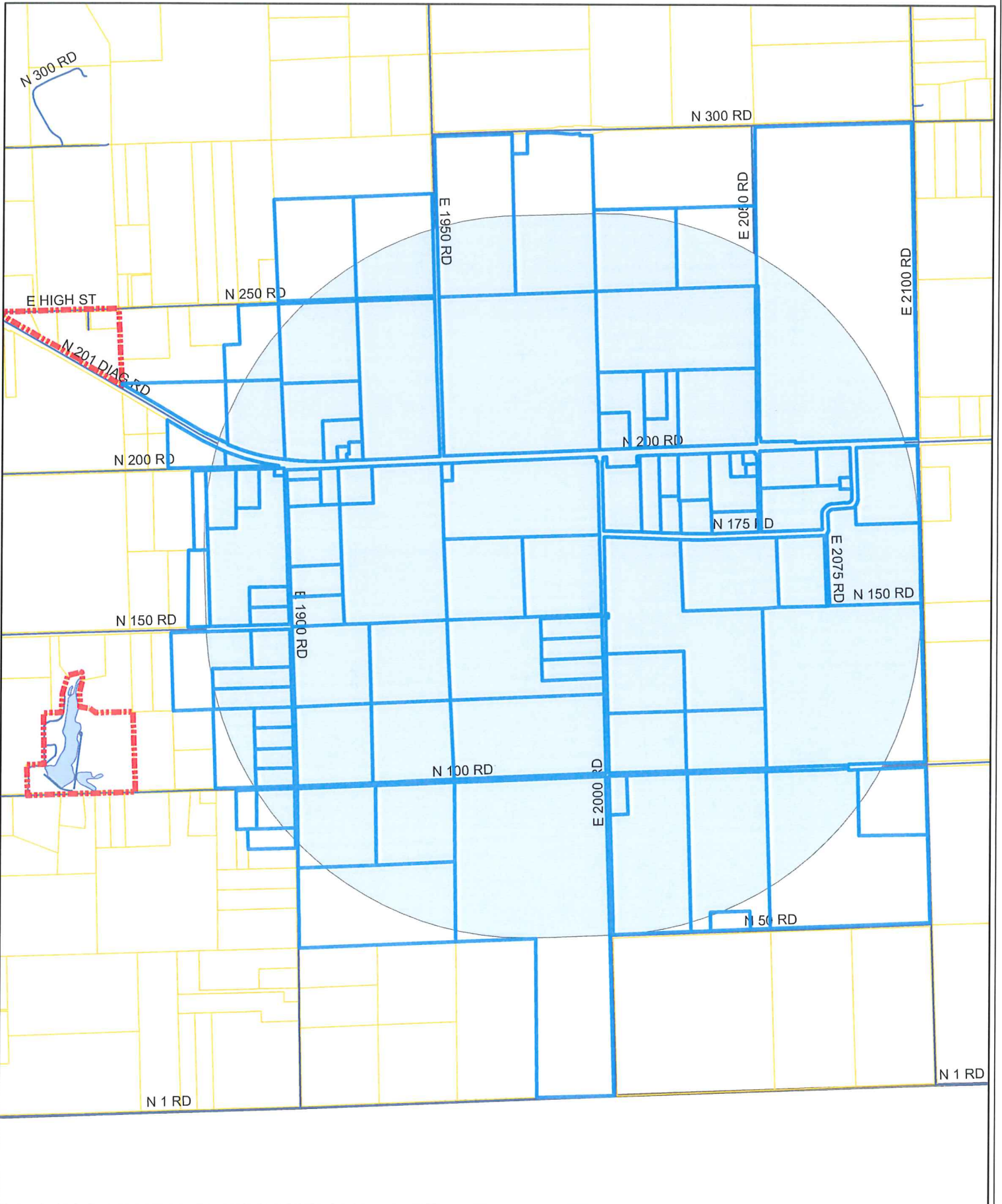
Listen to live period music and view our highly acclaimed traveling exhibit as you await your departure into another time. Be guided by lamplight through historically reenacted settings that will educate and enlighten you to life during the Bleeding Kansas time period 1854-1861. *Tours depart every 15 minutes.*

*Located 3 miles east of Baldwin City, Kansas on Hwy 56
Turn south on E2000 Road, go ¼ mile to entrance :: 163 E 2000 Road
info@blackjackbattlefield.org :: 785.883.2106 :: www.blackjackbattlefield.org*

POL WITHIN 1000 FT OF 161 E 2000 RD (700533B)



POL WITHIN 1 MILE OF 161 E 2000 RD (700533B)



ZO - Stone, Judy

From: Richard Ziesenis [rziesenis@ldchealth.org]
Sent: Thursday, May 17, 2012 10:59 AM
To: ZO - Stone, Judy; Andrew Stull
Subject: RE: Black Jack Battlefield Park

Hi Judy:

I would recommend that they have two portable toilets on site. I would also recommend having hand sanitizer available, which contains at least 62% alcohol (this should be noted on the back of the sanitizer bottle), & they should also have a supply of bottled drinking water on hand. Thanks.

Richard L. Ziesenis, B.A., R.S., C.P.M.
Director of Environmental Health
Lawrence-Douglas County Health Department
200 Maine, Suite B
Lawrence, KS 66044
phone: 785-843-3060 fax: 785-843-3161
www.ldchealth.org

Healthy People Build Strong Communities

STATEMENT OF INTENDED USE:

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-----Original Message-----

From: jstone@douglas-county.com [<mailto:jstone@douglas-county.com>]
Sent: Thursday, May 17, 2012 9:24 AM
To: Richard Ziesenis; Andrew Stull
Subject: Black Jack Battlefield Park

Richard & Andrew,

The Black Jack Battlefield is having an event on June 2, 2012. It has been scaled back from previous events. The group only expects around 100 people attending the event. What is the number of port-a-potties required for the event. They presently have one handicap unit on site.

I need a number for the Commission packet as soon as possible. Thanks.

Judy Stone

Administrative Officer

Zoning & Codes Department

2108 W. 27th Street, Ste. I

Lawrence, Kansas 66047

(785) 331-1344 Fax (785) 331-1347

jstone@douglas-county.com

This_email_has_been_scanned_by_the_MessageLabs_Email_Security_System.